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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

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10617-A  
FILED  
SEP 23 1993 9:15 AM  
INTERSTATE COMMERCE COMMISSION

September 22, 1993

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECEIVED  
OFFICE OF THE  
SECRETARY  
SEP 23 9 10 AM '93  
LICENSING BRANCH

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of a Termination Agreement and Release, dated as of September 17, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to that certain Security Agreement which was duly filed with the Commission on July 10, 1979 under Recordation Number 10617.

The names and addresses of the parties to the enclosed document are:

Secured Party: Texas Commerce Bank  
1020 North East Loop 410  
San Antonio, Texas 78209

Debtor: Railtex, Inc.  
4040 Broadway  
San Antonio, Texas 78209

A description of the railroad equipment covered by the enclosed document is:

10 hopper cars bearing reporting marks and numbers TRAX 110 - 119, inclusive.

*Handwritten signatures:*  
B. J. G. (top)  
C. Alvord (bottom)

Mr. Sidney L. Strickland, Jr.  
September 22, 1993  
Page 2

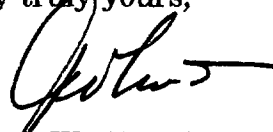
Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

A short summary of the enclosed document to appear in the Commission's Index:

Full Release of Security Agreement

Very truly yours,

A handwritten signature in dark ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

9/23/93

OFFICE OF THE SECRETARY

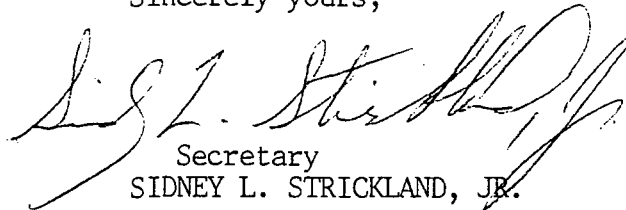
Robert W. Alvord  
Alvord & Alvord  
918 16th St N.W.  
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 9/23/93 at 9:15am, and assigned  
recordation number(s).

10586-B, 10617-A & 16217-A

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2444

10617-A  
SEP 23 1993

SEP 23 1993 - 9:15 AM

INTERSTATE COMMERCE COMMISSION

District of Columbia : SS

I, Robert W. Alvord, being duly sworn do hereby certify that the attached "Termination Agreement and Release" dated as of September 17, 1993 between Texas Commerce Bank and RailTex, Inc. consisting of two pages, is a true and complete copy of the original thereof.



ROBERT W. ALVORD

Subscribed and sworn to before me this 22nd day of September, 1993.



Eugene E. Hines  
NOTARY PUBLIC

My Commission expires: August 14, 1997.

## TERMINATION AGREEMENT AND RELEASE

WHEREAS, Texas Commerce Bank - San Antonio ("TCB") and Railtex, Inc. ("Railtex") are party to Security Agreements (the "Agreements") covering sixty (60) hopper cars bearing reporting marks and numbers TRAX 1050 through 1099 and TRAX 110 through 119 (the "cars").

WHEREAS, the Agreements were filed with the Interstate Commerce Commission on July 3, 1979 and July 10, 1979 and bear Recordation numbers 10586 and 10617 and

WHEREAS, TCB and Railtex desire to terminate the Agreements and desire to release the liens, assignments and security interest created pursuant to the Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree:

1. Termination. The Agreement is terminated and the cars are released from the liens, assignment and security interest created thereunder.


2. Filing. The parties consent to the filing of this Agreement and any other necessary documents with the Interstate Commerce Commission (and, if necessary, with any other regulatory or governmental entity) to affect a release of all liens of record existing against the cars.

3. Counterparts. The Agreement may be executed in any number of counterparts and by different parties hereto in separated counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement 09-17-93 to be effective June 5, 1989.

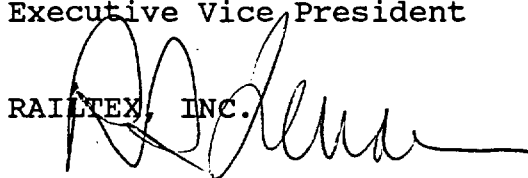
TEXAS COMMERCE BANK - SAN ANTONIO

BY:

  
Philip E. Nelson  
Executive Vice President

RAILTEX, INC.

BY:

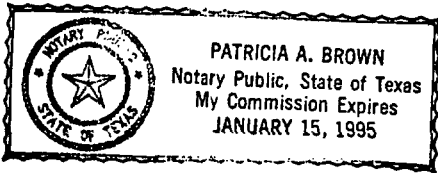


ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 17<sup>th</sup>  
day of September, 1993, by Philip E. Nelson.



Patricia A. Brown  
Notary Public in and for the  
State of TEXAS

Printed name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 20<sup>th</sup>  
day of SEPTEMBER, 1993, by R. R. LENOE.

Stella V. Cortez  
Notary Public in and for the  
State of TEXAS

Printed name: STELLA V. CORTEZ  
My commission expires: 8-3-96